



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the increase in fiscal authority with Medline Industries LP. through the E&I Contract CNR01385 for the purchase of medical surgical products and equipment by utilizing bid-waiver (piggyback). Fiscal Impact: Estimated \$150,000.00 (cumulative \$321,877.00)

Presenter(s): Jeffrey Guild,

What is the purpose of this contract and why is it needed? The College would like to continue utilizing the E&I Cooperative Services Contract No. CNR01385, Bid Reference RFP-683271, for procuring routine goods and services pursuant to FLDOE Rule 6A-14.0734(2) and College Procedure A6Hx2-6.34, which provides exemptions to the bid process for “purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law, or buying cooperative”. Approval of the increase in fiscal authority will allow various college units to process purchase orders for routine and budgeted expenditures of related commodities and services as requested, through the length of the contract until 06/30/2025, in this case, for medical surgical products and equipments with Medline Industries, LP. E&I Cooperative Services also extended the agreement from 06/30/2025 to 08/31/2025 and all references to Medline Industries, Inc. shall be replaced with Medline Industries, LP, both per Amendment 11.

What procurement process or bid waiver was used and why? Bid waiver exemption per FLDOE Rule 6A-14.0734(2) and College Procedure A6Hx2-6.34, which provides exemptions to the bid process for “purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law, or buying cooperative”, also known as piggyback.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Yes.

What fund, cost center and line item(s) were used? Multiple cost centers and departments at the College.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Not applicable.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Not applicable.

Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Board Item

Meeting of November 12, 2024

Description: Estimated at \$150,000.00 from multiple cost centers and departments at the College. Departments to ensure proper funding when submitting requisitions using the identified piggyback contract. The fiscal impact represents an amount throughout the renewal period of the contract.

Rabia Azhar

Rabia Azhar, CFO

9/10/2024























APPROVAL PATH: 12477 Medline Industries, LP. - E&I Contract CNR01385 Medical Surgical Products & Equipment

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Orlando Aponte	Director Review		 Completed	
2	Orlando Aponte	AVP Review		 Completed	
3	Rabia Azhar	CFO Review		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Zaida Riollano	Procurement Approval		 Completed	
6	Christine Sims	Budget Departmental Review		 Completed	
7	Rabia Azhar	CFO Review		 Completed	
8	Legal Services Review Group	Review and Approval for Form and		 Completed	
9	Board Clerk	Agenda Preparation		 Completed	
10	District Board of Trustees	Meeting	11/12/24 11:00 AM	 Pending	
11	Electronic Signature(s)	Signatures obtained via DocuSig 		 Pending	
12	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	

This Master Agreement (the "Agreement") is effective as of first day of July, 2015 by and between Medline Industries, Inc., incorporated in state of Illinois, a corporation with offices located at One Medline Place, Mundelein, IL 60060 (hereinafter referenced as the "Supplier"), and Educational and Institutional Cooperative Services, Inc., a New York not for Profit Corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

This Agreement has been established based on the RFP# 683271 for Medical Surgical Products and Equipment. All terms, conditions and priority order of all addenda, clarifications, BAFO, negotiations and supplier response are part of this Master Agreement.

I. Scope

This National agreement shall be the Supplier's primary offering to all E&I Member Institutions, their divisions, subsidiaries and affiliates (e.g., all higher education, all private and public universities, colleges, community colleges, K-12 school systems and districts) and shall apply to all E&I Member Institutions, their divisions, subsidiaries and affiliates for medical surgical products and equipment. In addition, if E&I or any of its affiliates elect to participate in the Agreement, they shall be considered Member Institutions. Supplier will make its entire Medical Surgical Products and Equipment portfolio available to all E&I Members who participate in this Agreement.

Supplier and E&I have agreed to establish a strategy aimed at enhancing the Supplier's sales penetration in the E&I Membership, enhancing E&I's position as the premier cooperative contracting service for educational institutions.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its Member Institutions. Any purchases made under this Agreement shall be made by the individual participating Member Institution and any resulting contract shall be between the Member Institutions and the Supplier.

II. Term of Agreement

The Agreement term will be for five (5) years, effective July 1, 2015 through June 30, 2020, with E&I having the option of one (5) year renewal. Prior to the end of the initial five (5) year term, and for each successive term, the program will be evaluated in overall context and performance. Exercise of any renewal option will require formal written notification by E&I to the Supplier at least one (1) year prior to Agreement expiration. The Supplier must then return formal written acknowledgement of the renewal option within 30 days.

III. Pricing

The E&I Member Net Pricing and cost-plus percentage structure for the goods and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement. Pricing held firm through December 31, 2016. Hot List Pricing Schedule 1 and 2 submitted by Medline Industries in their response to the RFP shall be utilized in this agreement. Price adjustments are permitted once per calendar year thereafter. E&I must be notified in writing of any "proposed" price changes a minimum of ninety (90) days prior to the planned implementation. Price increases must include proof of raw material price increases or be accompanied by documented proof of the need for the increase. E&I reserves the right to decline any request for an increase if such request is undocumented, unwarranted, or excessive, and in such event Medline shall have the right to terminate the Agreement on 30 days written notice. Supplier is authorized to offer Members (on a case by case basis) enhanced pricing, incentives, and/or Member-specific agreements at any time and shall be considered part of the E&I Agreement.

IV. Report of Sales

The Supplier will be required to file a monthly report of all E&I Member sales (in U.S. Dollars) to E&I by Member institution (the "Report of Sales"). The Report of Sales shall include, but not be limited to, date of sale, member name, city, state, amount of sale and Contract Administrative Fee to be paid to E&I. The report from the Supplier shall include all sales for which the Supplier Invoice has been created for the Member. Some Member sales activity may fall in the month following the actual sale due to this method of invoicing. The Report of Sales is due no later than ten (10) business days following the end of the month. Failure to report either monthly sales or to pay the CAF, within 10 days

of the due date, may be grounds for termination of Agreement. All reports shall be sent to E&I in Microsoft Excel format by the due date to the following email address vrf@eandi.org.

A sample report of sales shall be provided to E&I to assure that the Supplier can meet the reporting requirement of E&I. The E&I Accounting Department will determine if the report submitted meets E&I's requirement and if so the Supplier shall report sales according to this Master Agreement. If the sample report is deficient, The E&I Accounting Department will notify the Supplier of the deficiencies and the Supplier shall remedy the deficiencies within 10 working days until the report is acceptable to E&I Accounting.

V. Contract Administrative Fee (CAF)

The Supplier will provide to E&I a Contract Administrative Fee (CAF) _____ of total invoice for all orders placed by all E&I Members (all higher education, all private and public universities, colleges, community colleges, K-12 school systems and districts, teaching hospitals and healthcare facilities) through any sales method on all purchases effective July 1, 2015. The CAF shall be calculated monthly and include all orders shipped during the prior month. The CAF should be transmitted via EFT to E&I on a monthly basis no later than ten (10) days following the end of the month. Failure to submit the CAF and supporting Report of Sales as specified shall incur an interest charge of 1½% per month until amount is paid in full, except in the event of a good faith dispute that may be under discussion between the parties.

VI. Agreement Audit

E&I may, at any time during the Term of the Agreement and for a period of three (3) years after the receipt of the last Report of Sales and payment of CAF covering the period through the date of termination, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. An audit may be scheduled or announced by providing the Supplier a minimum of five (5) business days advance written notice. Every effort will be made to arrange a mutually convenient time for the audit but in no event shall an audit be delayed more than twenty (20) business days from the date of notice, unless agreed to by E&I in its sole discretion. The audit will be conducted by E&I and/or its designee. Supplier will provide E&I with access to records, sufficient workspace and staff support to facilitate an audit. E&I's audit may include, but is not limited to, product compliance, Member pricing, order processing, order fulfillment, delivery terms and conditions, invoicing, rebate calculations where applicable, accuracy and timeliness of submitted Reports of Sales and the related CAF and any other reports or payments required under the terms of this Agreement. Any deficiencies or errors agreed to by the parties shall be corrected within ten (10) business days of E&I notification to the Supplier. If the discrepancy is greater than 5% from amounts reported, the cost of the audit shall be paid by the Supplier.

VII. Terms and Conditions

Unless otherwise superseded by the terms and conditions of the contracting Member Institution, the terms and conditions contained in the RFP, and the negotiated changes as identified (Attachment B) shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect. See Attachment C for E&I's General Terms and Conditions.

VIII. Member List

The Official list of E&I Member institutions will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed.

IX. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

Medline Industries Inc.
Supplier
John T. Ahern
Signature
John T. Ahern
Printed Name
SVP of Research & Education
Title
8/3/15
Date

E&I Cooperative Service, Inc
Signature
Gary D. Link
Signature
Gary D. Link, C.P.M.
Printed Name
Sr. Vice President, Consulting Group & Contracts
Title
8/3/15
Date

Attachment A

Pricing

➤ **MEDLINE PRODUCTS**

- Pricing terms shall be the E&I Member Net Price with no additional markup for Medline Manufactured Products

➤ **NON-MEDLINE PRODUCTS**

- Pricing terms shall be Cost plus 13.0% for non-Medline Manufactured Products.

Hot List Pricing Schedule 1 and 2 attached is included in this agreement. The Hot Lists may be customized to specific items offered by Medline. In addition to the Hot List Schedule 1 and 2, an E&I Member Net Price list of approximately 30,000 Medline Manufactured Products is included in this Agreement.

Supplier will make available to Member Institutions all products and services associated with this Agreement. Supplier may offer customized pricing and/or incentives to a Member Institution via the Master Agreement, but such pricing shall not exceed the pricing offered pursuant to this Agreement.

New products and or services may be added to the Agreement at any time during the contract term. All new products and or services must be approved by E&I prior to being added to the Agreement. Once approved by E&I, new products and or services shall be considered part of the Agreement

Samples will be provided whenever needed at no charge. No unused samples will be returned or charged to the end users.

Order Placement

All orders made to Medline Industries Inc. Orders shall be placed by:

- Phone
- Fax
- Purchase Order
- Online
- Dedicated E&I E-mail Address
- Punch-Out Catalog
- E-Commerce Portal
- EDI
- Customer Request

Value Added Services & Solutions

- Manufacture Direct Product Offering
- Product Standardization
- SKU Reduction
- Logistical Impact Assessment
- MedTrans – Customized Delivery Schedules
- Lowest Unit of Measure - Distribution flexibility to receive inventory that is broken down into the useable packaging configuration the end user departments may require
- Consignment
- Training and support available for products purchased under the E&I Agreement.
- Online training programs available at no additional fee
- Custom School Skill Kits

Relevant Terms

Freight Terms – FOB Destination. Free freight for orders over \$150.

Warranty – Merchandise sold under this Agreement is covered by manufacturer’s warranty.

Payment Terms – 1/10, Net 45 from invoice date, unless superseded by State Statute. Late charges of 1.5% on invoices past 60 days from invoice date. Supplier accepts payments by check, money order, wire transfer or credit cards. Visa, Mastercard, and American Express accepted.

Returns – Refer to Medline’s Return Policy at www.Medline.com.

Details on terms and conditions can be found in Attachment C and Medline’s RFP Response

Attachment B

Negotiated changes to RFP 683271 Part 6 Special Conditions and the Terms and Conditions

6.13 Education Pricing/Pricing Parity

The Education pricing, terms and conditions established under this Agreement are to be equal to or better than those offered to other comparable institutions, government sector and/or consortiums serving public and private higher education, purchasing the same scope of products, services and volume in the same general timeframe and under substantially the same terms and conditions as E&I and its Members. If, during the term of this Agreement, Supplier offers more favorable terms, conditions or prices to government sectors or other consortiums, Supplier agrees to notify E&I in writing. Supplier agrees to immediately amend the agreement to reflect the more favorable terms, conditions or prices. E&I must be notified of any proposed changes thirty (30) days prior to their implementation.

6.15 Orders

Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge. Supplier shall provide adequate toll free telephone access for Members to order products and promptly reach customer service. All terms and conditions of an individual Member's standard procurement terms for ordering may apply.

With each ordering occurrence, it is mutually agreed that the Member's notice of acceptance shall create an agreement between the parties thereto containing all specifications, terms and conditions of the RFP and resulting Agreement, except as amended by the Member's own acceptance notification. Orders must be subject to Supplier's acceptance.

6.32 Returns - Defective and Non-Conforming Goods or Services

If any goods or services furnished under the Agreement are defective or non-conforming, or fail to meet warranties, specifications or any other provisions of the Agreement or Member purchase orders, any of the following remedies shall be available to the Member:

- **Repair and Replacement:** Supplier shall promptly repair, replace, or correct non-conforming or defective goods and services at the Supplier's own expense.
- **Cancellation:** Member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier and any payments made by Member for products or services purchased shall be refunded by the Supplier and/or its agents.
- **Like-for-Like:** Like-for-like equipment throughout the entire term of the contract maintenance or warranty shall be provided at no cost to the Member in the event that the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
- **Removal:** Supplier shall remove such goods at its own expense and if the Supplier fails to remove such goods, Member may return all or any portion of such goods at the expense of Supplier.
- **Risk of Loss and Storage:** All goods shall be held at Supplier's risk and the Supplier shall pay all expenses incurred including storage costs.
- **Supplier Liability:** The Supplier shall be liable for any and all losses, claims, and expenses, (including reasonable attorney's fees and court costs) resulting from such failure to meet all the requirements of this Agreement and/or a Member order.
- **Products under warranty.** The decision to replace such products or accept warranty repair shall be at the sole discretion of the member except in the event the Member fails to provide timely notice of product failure to the Supplier.
- **After the Warranty Period:** After the warranty period, the Supplier is responsible to make sure that service agreements are available to the Member. The Supplier, the manufacturer or an authorized third party may provide the maintenance.

10. Indemnification of E&I and Member

Supplier agrees to indemnify and hold harmless E&I and its Members from and against all third party claims and the liability, losses, damages, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from damages or injuries incurred by or to the Member by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any goods and services

furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the Member, E&I or its employees. Supplier, at the request of the Member and E&I shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against Member or E&I, or their respective officers, agents, servants, and employees. Indemnity limited to third party claims.

26. Termination for Convenience

E&I and Supplier may terminate this Agreement for any reason (convenience) by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the other party.

Attachment C

E&I General Terms and Conditions

1. Interpretation, Enforcement and Forum of Laws

For disputes between the Member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws and within the Courts of the State of New York.

2. Compliance with Law

Supplier warrants and certifies that in the performance of this Agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to Members, it is the responsibility of the Supplier and the Member to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When Federal Contract or Grant funds are used on participating Member purchases under this Agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

5. Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

6. Resale

If E&I, and/or Member purchase any goods for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or Member.

7. Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and Members harmless from any and all losses, expenses, claims, (including reasonable attorney's fees), or judgments arising out of cases of such infringement.

8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its Members in any advertising material of any kind without the expressed written permission of the party involved. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

9. Transactions between Supplier and E&I Member

The purchase of products and/or services by a Member from Supplier is a transaction solely between Member and Supplier. It is understood and agreed that if any litigation arises between Supplier and any E&I Member, Supplier shall not make E&I

a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable attorney's fees.

10. Indemnification of E&I and Member

See Attachment B.

11. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on Member's premises, Supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and Member as additional insured. Supplier shall furnish to E&I satisfactory proof of such insurance coverage included with Supplier's proposal.

Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

12. Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

E&I is a not-for-profit corporation and is exempt from federal, state and excise and other taxes imposed for services rendered and products, equipment or parts supplied. Members are 501(c) (3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

13. Americans With Disabilities Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

14. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the Members. The Member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the Member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside Member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it. The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the Member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

15. Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec.

60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

16. Non-Discrimination

The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

17. Sexual Harassment

Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a Member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from Member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

18. Compliance with Specifications

The Supplier warrants that all goods, services, or work supplied under this Agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Supplier also warrants that all goods covered by this Agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to the Member's inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier's risk and expense for storage and other charges after 60 days of storage, goods may be disposed of without cost to Member. Neither receipt of goods nor payment therefor shall constitute a waiver of this provision.

19. Gratuities

E&I may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any Member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

20. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any Member to secure or influence the decision to award this Agreement to Supplier.

21. Suspension, Debarment, and Terrorism

Supplier certifies that the supplier and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Supplier is in compliance with all applicable State statutes and rules relating to procurement and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

22. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

23. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to insure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to insure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any Member, as a result of such job action, shall be reimbursed by the Supplier.

24. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this

Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

25. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

26. Termination for Convenience

See Attachment B.

27. Termination and Termination for Default

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, E&I shall notify the Supplier in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance. An order by a member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

28. Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

29. Open Records

E&I considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore may be subject to public disclosure after an agreement is awarded. Suppliers are hereby notified that E&I adheres to all statutes, court decisions and the opinions of the member's states regarding the disclosure of proposal information.

30. Proprietary/Confidential Information

Supplier must clearly mark "Confidential" on any information considered confidential or proprietary information. All information, documentation, and other materials submitted by Supplier or under this Agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the members.

31. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

32. Entire Agreement

This Agreement together with the Exhibits annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after the execution of this agreement.

33. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:



Master Agreement
Master Agreement Number CNR01385
Medline Industries, Inc.
Medical Surgical Products and Equipment
Effective Date: July 1, 2015

If to E&I: Gary D. Link, CPM
Sr. Vice President, Consulting Group & Contracts
E&I Cooperative Service, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to Supplier: Alex Liberman
Medline Industries, Inc.
One Medline Place
Mundelein, IL 60060
847-949-5500
aliberman@medline.com



Sourcing. Strategy. Savings.

AMENDMENT NUMBER 1
TO AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, INC.

This AMENDMENT to AGREEMENT CNR01385 for Medical Surgical Products and Equipment ("Agreement") is made between EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and MEDLINE INDUSTRIES, INC., One Medline Place, Mundelein, IL 60060 ("Supplier"). E&I and Supplier hereby amend the AGREEMENT to include the following supplemental language:

1.0 The following language shall be added to the Pricing Section of Attachment A, updated and attached hereto:

For Members ineligible for pricing based on a cost plus markup structure, items will be priced at a minimum of 40% off of Medline's list pricing. Net price to Member shall be equivalent under both pricing structures.

2.0 E&I and Supplier mutually agree to add Section X, Holdover Clause to the Master Agreement:

Parties acknowledge and agree that if the term of a Member Specific Agreement (MSA) extends beyond this Agreement's termination date or renewal period, if applicable, the Term will be deemed to automatically extend through the end of the term of the applicable MSA. The intent of this clause is to allow Supplier to continue to provide products and services pursuant to any MSA which has been executed prior to the expiration or termination of this Agreement. Provided this Agreement is not terminated by breach by E&I, the Supplier shall continue to provide a Report of Sales for such Member Institutions as well as pay E&I the CAF amount as per Sections IV and V of this agreement through the termination date of the MSA.

In addition, the parties also acknowledge and agree that if a Quotation has been issued to a Member prior to the expiration of the Master Agreement, the Term of the Master Agreement shall automatically extend through the Final Invoice Date on a month by month basis utilizing the same terms and conditions as listed in the original Agreement. The intent of this clause is to allow Supplier to continue to provide products and services pursuant to any Quotation and/or Purchase Order which has been issued prior to the expiration or termination of this Agreement. The Supplier shall continue to provide a Report of Sales for such Members as well as pay E&I the CAF amount per Sections IV and V of this Agreement through the Final Invoice Date.

3.0 Notwithstanding the terms agreed to in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.

4.0 The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

SIGNATURE PAGE FOLLOWS

MEDLINE INDUSTRIES, INC.

By: John F. Ahearn

Printed Name: JOHN T AHEARN

Title: SVP of Research & Education

Date of Signature: 6/23/16

Address (for notices):
MEDLINE INDUSTRIES INC.

ONE MEDLINE PLACE

MUNDELEIN, IL 60060

Federal Tax ID: 36-2596612

E&I COOPERATIVE SERVICE, INC.

By: Gary D. Link

Printed Name: Gary D. Link, C.P.M.

Title: Sr. VP, Consulting Group & Contracts

Date of Signature: 6/30/16

Address (for notices):
E&I Cooperative Service, Inc.

2 Jericho Plaza, Suite 309

Jericho, NY 11753-1671

Federal Tax ID: 11-1694595

Attachment A

Pricing

- **MEDLINE PRODUCTS**
 - Pricing terms shall be the E&I Member Net Price with no additional markup for Medline Manufactured Products
- **NON-MEDLINE PRODUCTS**
 - Pricing terms shall be Cost plus 13.0% for non-Medline Manufactured Products.
- For Members ineligible for pricing based on a cost plus markup structure, items will be priced at a minimum of 40% off of Medline's list pricing. Net price to Member shall be equivalent under both pricing structures.
- Pricing terms shall remain firm for the life of the Agreement unless improved to the benefit of the Membership.

Hot List Pricing Schedule 1 and 2 attached is included in this agreement. The Hot Lists may be customized to specific items offered by Medline. In addition to the Hot List Schedule 1 and 2, an E&I Member Net Price list of approximately 30,000 Medline Manufactured Products is included in this Agreement.

Supplier will make available to Member Institutions all products and services associated with this Agreement. Supplier may offer customized pricing and/or incentives to a Member Institution via the Master Agreement, but such pricing shall not exceed the pricing offered pursuant to this Agreement.

New products and or services may be added to the Agreement at any time during the contract term. All new products and or services must be approved by E&I prior to being added to the Agreement. Once approved by E&I, new products and or services shall be considered part of the Agreement

Samples will be provided whenever needed at no charge. No unused samples will be returned or charged to the end users.

Order Placement

All orders made to Medline Industries Inc. Orders shall be placed by:

- Phone
- Fax
- Purchase Order
- Online
- Dedicated E&I E-mail Address
- Punch-Out Catalog
- E-Commerce Portal
- EDI
- Customer Request

Value Added Services & Solutions

- Manufacture Direct Product Offering
- Product Standardization
- SKU Reduction
- Logistical Impact Assessment
- MedTrans – Customized Delivery Schedules
- Lowest Unit of Measure - Distribution flexibility to receive inventory that is broken down into the useable packaging configuration the end user departments may require

- Consignment
- Training and support available for products purchased under the E&I Agreement.
- Online training programs available at no additional fee
- Custom School Skill Kits

Relevant Terms

Freight Terms – FOB Destination. Free freight for orders over \$150.

Warranty – Merchandise sold under this Agreement is covered by manufacturer's warranty.

Payment Terms – 1/10, Net 45 from invoice date, unless superseded by State Statute. Late charges of 1.5% on invoices past 60 days from invoice date. Supplier accepts payments by check, money order, wire transfer or credit cards. Visa, Mastercard, and American Express accepted.

Returns – Refer to Medline's Return Policy at www.Medline.com.

**AMENDMENT NUMBER 2
TO AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, INC.**

THIS AMENDMENT TO AGREEMENT CNR01385 for Medical Surgical Products and Equipment ("Agreement") is made between EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and MEDLINE INDUSTRIES, INC., Three Lakes Drive, Northfield, IL 60093 ("Supplier"). E&I and Supplier hereby amend the AGREEMENT to include the following supplemental language:

1. Paragraph 1 of the Agreement, as shown below, shall be deleted in its entirety:
The Master Agreement (the "Agreement") is effective as of first day of July, 2015 by and between Medline Industries, Inc., incorporated in the state of Illinois, a corporation with offices located at One Medline Place, Mundelein, IL 60060 (hereinafter referenced as the "Supplier", and Educational Institutional Cooperative Services, Inc., a New York not for profit Corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

And replaced with the revised Paragraph 1 below, incorporated herein by reference.

The Master Agreement (the "Agreement") is effective as of first day of July, 2015 by and between Medline Industries, Inc., incorporated in the state of Illinois, a corporation with offices located at Three Lakes Drive, Northfield, IL 60093 (hereinafter referenced as the "Supplier", and Educational Institutional Cooperative Services, Inc., a New York not for profit Corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

2. Section III Pricing of the Agreement, as shown below, shall be deleted in its entirety:
The E&I Member Net Pricing and cost-plus percentage structure for the goods and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement. Pricing held firm through December 31, 2016. Hot List Pricing Schedule 1 and 2 submitted by Medline Industries in their response to the RFP shall be utilized in this agreement. Price adjustments are permitted once per calendar year thereafter. E&I must be notified in writing of any "proposed" price changes a minimum of ninety (90) days prior to the planned implementation. Price increases must include proof of raw material price increases or be accompanied by documented proof of need for the increase. E&I reserves the right to decline any request for an increase if such request is undocumented, unwarranted, or excessive, and in such event Medline shall have the right to terminate the Agreement on 30 days written notice. Supplier is authorized to offer Members (on a case by case basis) enhanced pricing, incentives, and/or Member-Specific Agreements at any time and shall be considered part of the F&I Agreement

And replaced with the revised Section III Pricing below, incorporated herein by reference.

The E&I Member Net Pricing and cost-plus percentage structure for the goods and/or services as listed on Revised Attachment A shall be applicable to all purchases made under this Agreement. Price adjustments are permitted once per calendar year thereafter. E&I must be notified in writing of any "proposed" price changes a minimum of ninety (90) days prior to the planned implementation. Price increases must include proof of raw material price increases or be accompanied by documented proof of need for the increase. E&I reserves the right to decline any request for an increase if such request is undocumented, unwarranted, or excessive, and in such event Medline shall have the right to terminate the Agreement on 30 days written

notice. Supplier is authorized to offer Members (on a case by case basis) enhanced pricing, incentives, and/or Member-Specific Agreements at any time and shall be considered part of the E&I Agreement.

3. Attachment A, is hereby deleted in its entirety and replaced with Revised Attachment A. Revised Attachment, effective 5/1/2017, attached hereto.
4. Item# 33 Notices of Attachment B, as shown below, shall be deleted in its entirety:
Any notices to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link, CPM
Sr. Vice President, Consulting Group & Contracts
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to Supplier: Alex Liberman
Medline Industries, Inc.
One Medline Place
Mundelein, IL 60060
847-949-5500
aliberman@medline.com

And replaced with the revised item #33 below and incorporated herein by reference.

Any notices to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link, CPM
Sr. Vice President, Consulting Group & Contracts
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to Supplier: Alex Liberman
Medline Industries, Inc.
Three Lakes Drive
Northfield, IL 60093
847-949-5500
aliberman@medline.com

5. Notwithstanding the terms agreed to in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.

6. The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

MEDLINE INDUSTRIES, INC.

By: John T. Ahern

Name: John T. Ahern

Title: SVP of Research & Education

Date: 5/10/17

Address (for Notices):
Medline Industries, Inc.
Three Lakes Drive
Northfield, IL 60093
Federal Tax ID: 36-2596612

E&I COOPERATIVE SERVICES, INC.

By: Gary D. Link

Name: Gary D. Link, C.P.M.

Title: Sr. Vice President, Consulting Group & Contracts

Date: 5/11/2017

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-1694595

Revised Attachment A – effective 5/1/2017

Pricing

- **MEDLINE PRODUCTS**
 - Pricing terms shall be the E&I Member Net Price with no additional markup for Medline Manufactured Products
- **NON-MEDLINE PRODUCTS**
 - Pricing terms shall be Cost plus 13.0% for non-Medline Manufactured Products.
- For members ineligible for pricing based on a cost plus markup structure, items will be priced at a minimum of 40% off of Medline's list pricing. Net price to Member shall be equivalent under both pricing structures.
- Pricing terms shall remain firm for the life of the Agreement unless improved to the benefit of the Membership.

E&I Member Price list of approximately 30,000+ Products included in this Agreement.

Supplier will make available to Member Institutions all products and services associated with this Agreement.

Supplier may offer customized pricing and/or incentives to a Member Institution via the Master Agreement, but such pricing shall not exceed the pricing offered pursuant to this Agreement.

New products and or services may be added to the Agreement at any time during the contract term. All new products and or services must be approved by E&I prior to being added to the Agreement. Once approved by E&I, new products and or services shall be considered part of the Agreement

Samples will be provided whenever needed at no charge. No unused samples will be returned or charged to the end users.

Order Placement

All orders made to Medline Industries Inc. Orders shall be placed by:

- Phone
- Fax
- Purchase Order
- Online
- Dedicated E&I E-mail Address
- Punch-Out Catalog
- E-Commerce Portal
- EDI
- Customer Request

Value Added Services & Solutions

- Manufacture Direct Product Offering
- Product Standardization
- SKU Reduction
- Logistical Impact Assessment
- MedTrans – Customized Delivery Schedules



Sourcing. Strategy. Savings.®

- Lowest Unit of Measure - Distribution flexibility to receive inventory that is broken down into the useable packaging configuration the end user departments may require
- Consignment
- Training and support available for products purchased under the E&I Agreement.
- Online training programs available at no additional fee
- Custom School Skill Kits

Relevant Terms

Freight Terms – FOB Destination. Free freight for orders over \$150.

Warranty – Merchandise sold under this Agreement is covered by manufacturer's warranty.

Payment Terms – 1/10, Net 45 from invoice date, unless superseded by State Statute. Late charges of 1.5% on invoices past 60 days from invoice date. Supplier accepts payments by check, money order, wire transfer or credit cards. Visa, Mastercard, and American Express accepted.

Returns – Refer to Medline's Return Policy at www.Medline.com.

**AMENDMENT NUMBER 3
TO AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, INC.**

This AMENDMENT to AGREEMENT CNR01385 for Medical Surgical Products and Equipment (“Agreement”) is made between EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 (“E&I”) and MEDLINE INDUSTRIES, INC., Three Lakes Drive, Northfield, IL 60093 (“Supplier”). E&I and Supplier hereby amend the AGREEMENT to include the following supplemental language:

1. E&I and Supplier mutually agree that E&I Members may purchase from Supplier’s prior approved, certified Historically Underutilized Business (HUB) partner(s), subject to the terms and conditions set forth in the Agreement and such additional terms and conditions as mutually agreed upon between the Member and HUB partner(s). Each Member participating in such opportunity shall be identified by written notice from Supplier to E&I.
2. Additionally, E&I and Supplier mutually agree that E&I Members may purchase from Supplier’s prior approved, certified minority-owned, women owned, small business concern, small disadvantage business, disabled owned business, disabled veteran owned business, and veteran owned business partner(s), subject to the terms and conditions set forth in the Agreement and such additional terms and conditions as mutually agreed upon between the Member and partner(s). Each Member participating in such opportunity shall be identified by written notice from Supplier to E&I.
3. The total dollar amount of E&I Member purchases, for the purpose of calculating the contract administrative fee referenced in the Agreement, shall include all purchases from the aforementioned partner(s). Supplier will include dollar purchases on sales in its Report of Sales to E&I.
4. Notwithstanding the terms agreed to in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.
5. The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

SIGNATURE PAGE FOLLOWS



Sourcing. Strategy. Savings.®

MEDLINE INDUSTRIES, INC.

By: *John T. Ahern*

Name: *John T. Ahern*

Title: *SVP of Research Education*

Date: *7/27/17*

Address (for Notices):
Medline Industries, Inc.
Three Lakes Drive
Northfield, IL 60093
Federal Tax ID: 36-2596612

E&I COOPERATIVE SERVICES, INC.

By: *Gary D. Link*

Name: Gary D. Link, C.P.M.

Title: Sr. Vice President, Consulting Group & Contracts

Date: July 27, 2017

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-1694595



Sourcing. Strategy. Savings.®

AMENDMENT NUMBER 4
TO AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, INC.

This AMENDMENT to AGREEMENT CNR01385 for Medical Surgical Products and Equipment ("Agreement") is made between EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and MEDLINE INDUSTRIES, INC., Three Lakes Drive, Northfield, IL 60093 ("Supplier"). E&I and Supplier hereby amend the AGREEMENT to include the following supplemental language:

- 1. E&I and Supplier mutually agree to add EDGAR Certifications to the Agreement, attached hereto and incorporated herein by reference.
2. Notwithstanding the terms agreed to in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.
3. The Amendment may be executed in several originals, which together constitute but one and the same Amendment. The parties agree that a signature affixed to any one of the originals and delivered by facsimile shall be valid, binding, and enforceable.

MEDLINE INDUSTRIES, INC.

E&I COOPERATIVE SERVICES, INC.

By: John T. Ahearn

By: Gary D. Link

Name: John T. Ahearn

Name: Gary D. Link, C.P.M.

Title: SVP of Research & Education

Title: Sr. Vice President, Consulting Group & Contracts

Date: 9/14/18

Date: October 1, 2018

Address (for Notices):
Medline Industries, Inc.
Three Lakes Drive
Northfield, IL 60093
Federal Tax ID: 36-2596612

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-1694595

EDGAR Certifications

When an E&I Member seeks to procure goods and services using funds under a federal grant or contract ("federal funds"), specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "new EDGAR"). All Suppliers must complete this EDGAR Certification Form regarding Supplier's willingness and ability to comply with certain requirements that may be applicable to specific E&I Member purchases using federal funds. This completed form will be made available to E&I Members for their use while considering their purchasing options. E&I Members may also require Supplier to enter into ancillary agreements, in addition to E&I's Master Agreement's general terms and conditions, to address the Member's specific contractual needs, including but not limited to, contract requirements for a procurement using federal funds.

The following certifications and provisions are required and apply when Members expend federal funds for any contract resulting from this procurement process. Members will provide notification to Supplier, in writing, if federal funds are to be used and thus these requirements met.


Pursuant to 2 CFR 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to part 200, as applicable, which are detailed in this document. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between E&I and Supplier in all situations where Supplier has been notified by Member (in writing) that Supplier is paid or will be paid with federal funds:**

For each of the items below, Supplier should certify Supplier's agreement and ability to comply, by having Supplier's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, E&I will consider Supplier's response as "NO," the Supplier is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of an E&I Member to purchase from the Supplier using federal funds.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Provisions regarding Supplier default are included in the E&I RFP attachment A & Master Agreement Attachment C General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By initialing below, you agree to these Supplier violation and breach of contract terms.

Does Supplier agree? YES  Initials of Authorized Representative of Supplier

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of termination for cause and/or termination for convenience. Provisions are included in the E&I RFP attachment A & Master Agreement Attachment C General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By initialing below, you agree to these termination terms.

Does Supplier agree? YES JA Initials of Authorized Representative of Supplier

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier agrees that such provision applies to any Member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier agrees that it shall comply with such provision.

Pursuant to Federal Rule (C) above, when Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Supplier agree? _____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: contract type does not apply

Does Supplier agree? Yes JA Initials of Authorized Representative of Supplier

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier is conditioned upon Supplier's acceptance of the wage determination.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does Supplier agree? _____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: ___ contract type does not apply

Does Supplier agree? Yes JA Initials of Authorized Representative of Supplier

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Member expends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Member resulting from this procurement process.

Does Supplier agree? ___ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: ___ type of employee does not apply for our contracts _____

Does Supplier agree? Yes JA Initials of Authorized Representative of Supplier

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Supplier agree? _____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____ type of contract does not apply

Does Supplier agree? Yes JA Initials of Authorized Representative of Supplier

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Supplier agree? YES 7/18 Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? _____ Initials of Authorized Representative of Supplier

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, Supplier certifies that currently and during the term of an award for all contracts resulting from this procurement process, neither Supplier nor its principals is presently listed on government-wide exclusions in SAM, is not debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded from participation by any federal department or agency, other than under Executive Order 12549.

Does Supplier agree? YES 7/18 Initials of Authorized Representative of Supplier

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Member, Supplier certifies that during the term and after the awarded term of an award for all contracts by Member resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Supplier agree? YES 7/18 Initials of Authorized Representative of Supplier
Page 4 of 8

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Member for any contract resulting from this procurement process, Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 (so long as Member provided notice, in writing, to Supplier that federal funds would be used, as required by E&I policy). Supplier further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Supplier agree? YES JA Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Member expends federal funds for any contract resulting from this procurement process, Supplier certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Supplier agree? YES JA Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of E&I and its Members not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Supplier agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Supplier further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Supplier agree? YES JA Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Supplier certifies that Supplier is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules for free and open competition.

Does Supplier agree? NA _____ Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: Our products come from a wide range on countries and manufacturing facilities, many items are dual or triple source

Does Supplier agree? Yes JA Initials of Authorized Representative of Supplier

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

When federal funds are used, Supplier agrees that the Member's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

Does Supplier agree? YES JA Initials of Authorized Representative of Supplier

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Supplier agree? YES JA Initials of Authorized Representative of Supplier

CERTIFICATION OF COMPLIANCE WITH PROCUREMENT OF RECOVERED MATERIALS

Supplier agrees that where applicable, it will comply with Section 6002 of the Solid Waste Disposal Act.

Does Supplier agree? YES JA Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF PROFIT AS SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a member, supplier agrees to provide information and negotiate with the member regarding profit as a separate element of the price for a particular purchase. However, supplier agrees that the total price, including profit, charged by supplier to the member shall not exceed the awarded pricing, including any applicable discount, under Supplier's Cooperative Contract.

Does Supplier agree? YES JA Initials of Authorized Representative of Supplier
If not applicable, see below*

*Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: _____

Does Supplier agree? _____ Initials of Authorized Representative of Supplier

CERTIFICATION OF GENERAL COMPLIANCE AND COOPERATION WITH E&I MEMBERS

In addition to the foregoing specific requirements, Supplier agrees, in accepting any Purchase Order from a Member, it shall make a good faith effort to work with members to provide such information and to satisfy such requirements as may apply to a particular Member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier agree? YES JA Initials of Authorized Representative of Supplier

SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Supplier's Name: _____ Medline Industries, Inc. _____

Address, City, State, and Zip Code: _____ 3 Lakes Drive Northfield, IL 60093 _____

Phone Number: _____ 847-949-5500 _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____ John T. Ahearn, SVP of Research & Education _____

Email Address: _____ jahearn@medline.com _____

Signature of Authorized Representative: _____  _____

Date: _____ 9/14/18 _____



**AMENDMENT NUMBER 5
TO AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, INC.**

This AMENDMENT to AGREEMENT CNR01385 for Medical Surgical Products and Equipment (“Agreement”) is made between EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 (“E&I”) and MEDLINE INDUSTRIES, INC., Three Lakes Drive, Northfield, IL 60093 (“Supplier”). E&I and Supplier hereby amend the AGREEMENT to include the following supplemental language:

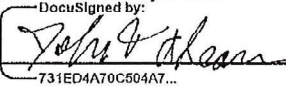
1.

Omitted as Confidential

2. Notwithstanding the terms agreed to in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect. This Amendment becomes binding and effective when signed by both parties.
3. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.



MEDLINE INDUSTRIES, INC.

By: 
DocuSigned by:
731ED4A70C504A7...

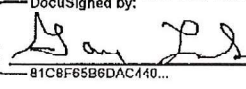
Name: John Ahearn

Title: _____

Date: 10/18/2018 | 10:27 AM EDT

Address (for Notices):
Medline Industries, Inc.
Three Lakes Drive
Northfield, IL 60093
Federal Tax ID: 36-2596612

E&I COOPERATIVE SERVICES, INC.

By: 
DocuSigned by:
81C8F65B6DAC440...

Name: Gary D. Link, C.P.M.

Title: Sr. Vice President, Consulting Group & Contracts

Date: 10/29/2018 | 9:14 AM EDT

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-169459



AMENDMENT NUMBER 6
TO MASTER AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, INC.

This **AMENDMENT NUMBER SIX** ("Amendment") is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and **Medline Industries, Inc.**, Three Lakes Drive, Northfield, IL 60093 ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Medical Surgical Products and Equipment, dated July 1, 2015 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

- Freight Terms on Attachment A, under Relevant Terms is hereby deleted in its entirety and replaced with the following:
Freight Terms – FOB Destination; Prepaid and Add to Invoice. Free freight for orders over \$150, which is only applicable to orders shipped direct from a Medline Industries, Inc. warehouse. Free freight is not applicable to equipment.
- Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
- Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of August 22, 2019.

MEDLINE INDUSTRIES, INC.
DocuSigned by:
By:
731ED4A70C504A7...

Name: John Ahearn

Title: SVP of Education & Research

Date: 9/17/2019 | 2:01 PM EDT

Address (for Notices):
Medline Industries, Inc.
Three Lakes Drive
Northfield, IL 60093
Federal Tax ID: 36-2596612

E&I COOPERATIVE SERVICES, INC.
DocuSigned by:
By:
81C8F65B6DAC440...

Name: Gary D. Link, C.P.M.

Title: Chief Business Development Officer

Date: 9/24/2019 | 6:52 AM EDT

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-1694595



AMENDMENT NUMBER 7
TO MASTER AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, INC.

This AMENDMENT NUMBER SEVEN ("Amendment") is made between Educational & Institutional Cooperative Services, Inc., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and Medline Industries, Inc., Three Lakes Drive, Northfield, IL 60093 ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Medical Surgical Products and Equipment, dated July 1, 2015 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. E&I and Supplier agree to extend this Agreement for six (6) months with an option to renew for an additional four (4) years and six (6) months upon mutual agreement of the Parties. The new expiration is December 31, 2020.
2. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
3. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of June 3, 2020.

MEDLINE INDUSTRIES, INC.

DocuSigned by:
By: John Ahearn
731ED4A70C504A7...

Name: John Ahearn

Title: SVP of Education & Research

Date: 6/5/2020 | 10:36 AM PDT

Address (for Notices):
Medline Industries, Inc.
Three Lakes Drive
Northfield, IL 60093
Federal Tax ID: 36-2596612

E&I COOPERATIVE SERVICES, INC.

DocuSigned by:
By: Gary D. Link
81C8F65B6DAC440...

Name: Gary D. Link, C.P.M.

Title: Chief Business Development Officer

Date: 6/5/2020 | 3:09 PM EDT

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-1694595

DS
IRR



AMENDMENT NUMBER 8
TO MASTER AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, INC.

This AMENDMENT NUMBER EIGHT ("Amendment") is made between Educational & Institutional Cooperative Services, Inc., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and Medline Industries, Inc., Three Lakes Drive, Northfield, IL 60093 ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Medical Surgical Products and Equipment, dated July 1, 2015 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. E&I and Supplier agree to exercise the option to renew this Agreement. The new expiration is June 30, 2025.
2. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
3. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of August 1, 2020.

MEDLINE INDUSTRIES, INC.

E&I COOPERATIVE SERVICES, INC.

DocuSigned by:
By:
731ED4A70C504A7...

DocuSigned by:
By:
81C8F65B6DAC440...

Name: John Ahearn

Name: Gary D. Link, C.P.M.

Title: SVP of Education & Research

Title: Chief Business Development Officer

Date: 8/7/2020 | 5:59 AM PDT

Date: 8/7/2020 | 11:06 AM EDT

Address (for Notices):
Medline Industries, Inc.
Three Lakes Drive
Northfield, IL 60093
Federal Tax ID: 36-2596612

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-1694595

ns
IRR



AMENDMENT NUMBER 9
TO MASTER AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, INC.

This AMENDMENT NUMBER NINE ("Amendment") is made between Educational & Institutional Cooperative Services, Inc., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and Medline Industries, Inc., Three Lakes Drive, Northfield, IL 60093 ("Supplier").


WHEREAS, E&I and Supplier are parties to an Agreement for Medical Surgical Products and Equipment, dated July 1, 2015 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

- Confidential**
- Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
- Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of January 1, 2021.

MEDLINE INDUSTRIES, INC.
DocuSigned by:
By: 
731ED4A70C504A7...

Name: John Ahearn

Title: VP of Education & Research


Date: 12/19/2020 | 9:28 AM PST

E&I COOPERATIVE SERVICES, INC.
DocuSigned by:
By: 
81C8F65B6DAC440...

Name: Gary D. Link, C.P.M.

Title: Chief Business Development Officer

Date: 12/21/2020 | 10:33 AM EST

DS




**AMENDMENT NUMBER 10
TO SUPPLEMENTAL AGREEMENT TO
MASTER AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, INC.**

This **AMENDMENT NUMBER THREE** (“Amendment”) is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 (“E&I”) and **Medline Industries, Inc.**, Three Lakes Drive, Northfield, IL 60093 (“Supplier”).

WHEREAS, E&I and Supplier are parties to an Agreement for Medical Surgical Products and Equipment dated July 1, 2015 (“Agreement”); and

WHEREAS, the terms of this Amendment are intended to supplement, not replace, the language of the Master Agreement; and

WHEREAS, the Supplier has elected to participate in the E&I Marketplace (“Marketplace”);

NOW THEREFORE, the Parties do hereby mutually agree as follows:

DEFINITIONS:

“ **Agreement** ” means the Master Agreements as executed by Supplier and E&I, including any amendments.

“ **EqualLevel, Inc.** ” or “ **EqualLevel** ” means E&I’s selected Marketplace technology vendor and software.

“ **Marketplace** ” means an e-commerce site that connects E&I Members with suppliers under contract with E&I. The Marketplace facilitates buying and selling between E&I contract suppliers and Members.

“ **Catalog(s)** ” means a listing of detailed product information, manufacturer part numbers and services descriptions relating to the Supplier Goods/Services to be offered to Members that is maintained either as a Punch-Out Catalog, a Hosted Catalog or in a combination of Punch-Out, and Hosted catalog formats.

1. **Right to Use.** E&I grants to Supplier the right to sell goods to the Member through the Marketplace. Enablement of Supplier is at the sole discretion of E&I.
2. **Termination of Marketplace Participation.** Suppliers are expected to participate in the Marketplace for the term of the Agreement, including any renewal periods. Supplier shall notify E&I in writing no less than 180 days in advance of any request to terminate participation in the Marketplace. E&I reserves the right to terminate Supplier access to the Marketplace at any time.
3. **E&I Responsibilities and Warranties:**
 - 3.1 E&I does not warrant that access to the Marketplace will be uninterrupted or that any EqualLevel-managed integration points between the Marketplace and the Supplier site will be error-free.
 - 3.2 The Marketplace is offered without charge to participating Suppliers under contract with E&I. All changes and modifications will take place at the sole discretion of E&I with written notice to Supplier and EqualLevel when appropriate. E&I will not be liable for any additional charges not previously agreed to between the Supplier and EqualLevel.
 - 3.3 In connection with E&I’s grant to Supplier to use the Marketplace technology, E&I assigns any warranties and remedies available to E&I from EqualLevel pertaining to the Marketplace technology, including any warranties of availability, confidentiality, security and non-infringement. To the best of E&I’s knowledge, the Marketplace technology does not contain any virus, worm, built-in or other user driven destruction mechanism, injurious or damaging algorithm, time bomb, Trojan horse or other software or hardware designed and intended to disable or adversely affect EqualLevel and/or its operation or destroy any data uploaded by Supplier to EqualLevel.
4. **Supplier Responsibilities and Warranties:**
 - 4.1 Supplier will provide applicable Catalog(s) and/or Requests for Quote to E&I Members in compliance with this Amendment and consistent with the Agreement pricing. Catalog(s) will be updated in accordance with the Agreement. Supplier will correct any errors in a timely manner, not to exceed two (2) business days. Any changes to pricing shall be communicated to E&I in accordance with the Agreement.



AMENDMENT NUMBER 10
TO SUPPLEMENTAL AGREEMENT TO
MASTER AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, INC.

- 4.2 Supplier shall only provide E&I Agreement pricing, or E&I Member-specific pricing as agreed to by the Members, to Members in the Marketplace. Suppliers are not permitted to provide visibility to alternate pricing or contracts within the Marketplace.
- 4.3 Supplier shall be reasonably responsive to the EqualLevel Business Partner Enablement Team, to E&I, and to Members for all applicable implementations, orders, requests for quotes, and other related matters.
- 4.4 Supplier shall ensure all purchases from the Marketplace will be included in the Report of Sales and be subject to the Contract Administrative Fee (CAF), in accordance with Section V of the Agreement. All purchases made by Members through the Marketplace are excluded from requirements regarding an E&I Letter of Participation.
- 4.5 Supplier shall not take any actions adverse or contrary to Members purchasing through the Marketplace. Suppliers shall fulfill orders submitted through the Marketplace timely and in accordance with the Agreement.
- 4.6 The Supplier agrees, where applicable, to ensure the Catalog or Request for Quotes are accurate and in accordance with the Agreement.
- 5. Supplier acknowledges that the Marketplace is open to multiple E&I Suppliers. Nothing in this Amendment will be construed to prevent E&I from entering into Amendments or Agreements with current or future E&I Suppliers.
- 6. The parties agree to review Marketplace performance annually and reserve the right to negotiate pricing and CAF where applicable.
- 7. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
- 8. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of July 13, 2021.

MEDLINE INDUSTRIES, INC.

E&I COOPERATIVE SERVICES, INC.

DocuSigned by:
Patrick Christian

Signature

DocuSigned by:
Gary D. Link

Signature

Patrick Christian

Printed Name

Gary D. Link, C.P.M.

Printed Name

Director, Contract Administration

Title

Chief Business Development Officer

Title

8/31/2021 | 2:57 PM EDT

Date

8/31/2021 | 2:59 PM EDT

Date



AMENDMENT NUMBER 11
TO MASTER AGREEMENT CNR01385
BETWEEN

EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, LP

This AMENDMENT NUMBER ELEVEN (“Amendment”) is made between Educational & Institutional Cooperative Services, Inc., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 (“E&I”) and Medline Industries, LP, Three Lakes Drive, Northfield, IL 60093 (“Supplier”).

WHEREAS, E&I and Supplier are parties to an Agreement for Medical Surgical Products and Equipment dated July 1, 2015 (“Agreement”); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. All references to Medline Industries, Inc. shall be replaced with Medline Industries, LP.
2. Both Parties agree to extend the expiration of the Agreement from June 30, 2025 to August 31, 2025.
3. Confidential & Proprietary

4. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
5. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

SIGNATURE PAGE FOLLOWS



AMENDMENT NUMBER 11
TO MASTER AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, LP

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of August 4, 2022.

Medline Industries, LP

E&I Cooperative Services, Inc

Supplier

DocuSigned by:
Patrick Christian
CDF2056DE42C491...
Signature

DocuSigned by:
Gary D. Link
81C8F65B6DAC440...
Signature

Patrick Christian
Printed Name

Gary D. Link, C.P.M.
Printed Name

Director, Contract Management
Title

Chief Solutions Officer
Title

9/12/2022 | 4:03 PM EDT
Date

9/15/2022 | 9:57 AM EDT
Date



AMENDMENT NUMBER 12
TO MASTER AGREEMENT CNR01385
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
MEDLINE INDUSTRIES, LP

This AMENDMENT NUMBER TWELVE (“Amendment”) is made between Educational & Institutional Cooperative Services, Inc., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 (“E&I”) and Medline Industries, LP, Three Lakes Drive, Northfield, IL 60093 (“Supplier”).

WHEREAS, E&I and Supplier are parties to an Agreement for Medical Surgical Products and Equipment dated July 1, 2015 (“Agreement”); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. E&I has approved the Supplier’s request for Market Basket Price Reviews and adjustments to be changed from once per year to twice per calendar year. Raw material costs, labor, fuel, and freight remain the largest factors for this request. Due to the continued economic conditions, price adjustments for the Market Basket are permitted twice per calendar year. Price increases are not guaranteed.
2. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
3. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of February 21, 2023.

Medline Industries, LP
Supplier

E&I Cooperative Services, Inc

DocuSigned by:
Patrick Christian
Signature

DocuSigned by:
Jill M Schunk
Signature

Patrick Christian
Printed Name

Jill Schunk
Printed Name

Director, Contract Management
Title

Sr. Vice President, Sourcing
Title

3/28/2023 | 9:47 AM EDT
Date

3/28/2023 | 9:57 AM EDT
Date